

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0056)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Rye Engineering PLC of Erin, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on February 6, 2015 Purchasing Office Solicitation No. 2015-022, a procurement solicitation for bids for water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time, and (b) on February 13, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-022 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated February 18, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.

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8. CITY awarded on April 14, 2015 and now desires to retain VENDOR to render water distribution system leak detection services, pursuant to SOLICITATION and SUBMITTAL.
9. The term of award shall commence upon execution of this AGREEMENT. The services to be rendered pursuant to this AGREEMENT shall be rendered during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016, according to scheduling to be mutually acceptable to both parties. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, respectively, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established in the initial bid process; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Owner

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

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Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on February 19, 2015, at which time and location they will be publicly opened, for the following procurement: water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time (Purchasing Office Solicitation No. 2015-022). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: February 5, 2015

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: These instructions apply to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time
Purchasing Office Solicitation No.: 2015-022
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications;
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. City of Franklin Indemnification Agreement; and
 - j. City of Franklin Affidavit of Drug-Free Workplace.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklin.tn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through April 30, 2015 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”
 - d. Upon award, the accepted bid and associated pricing shall be considered valid for the term of award (see Specifications).

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

6. Submittal timing: Bids are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus one (1) complete digital copy: Please submit one (1) set of bid documents on paper with original signatures plus one (1) exact and complete digital copy. The digital copy shall be loaded on either a CD or a flash drive that itself is labeled with the bidder's name. The digital copy shall be submitted along with the bid documents on paper. The contents of the digital copy shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents on paper, and shall consist of one (preferably) or more text-searchable, non-password-protected files in Portable Document Format (PDF).
10. Bid submittal contents: Included with the bid are to be the following components:
 - a. City of Franklin Bid Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of bid product(s) and/or service(s);
 - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - d. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - e. Vendor-supplied contact information for minimum of three references (see below);
 - f. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - g. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - h. City of Franklin Affidavit of Non-Collusion, executed in full;
 - i. City of Franklin Affidavit of Title VI Compliance, executed in full;
 - j. if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and
 - k. a complete digital copy of submitted bid documents per these Instructions for Bidders.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:
 - a. the bidder's name and address; and
 - b. the following text:

SEALED BID
City of Franklin solicitation no.
2015-022 (water distribution system
leak detection services)
NOT TO BE OPENED EXCEPT AT
BID OPENING February 19, 2015,
2:00 p.m. Central Time
12. Delivery of bids:
 - a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
 - b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
 - c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
 - d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.
13. Reference request: Bidders must provide three references for similar work completed within the last twelve months. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.
14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
19. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
 - a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.

- c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
- d. Omissions from a bidder's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.

20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)

purchasing@franklintn.gov

Tel: 615/550-6692

Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

21. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

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22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.frankltn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: These specifications apply to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time
Purchasing Office Solicitation No.: 2015-022
2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 6, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to undertake, conduct and perform the specified services, and to prepare and produce the specified deliverables, during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, respectively. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other

City of Franklin Specifications

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exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

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- h. Other documents to be required of successful bidder. See the accompanying “Instructions for Bidders” for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City’s reliance upon the vendor’s representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City’s Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City’s drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver’s license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Specifications

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11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. _____ The City of Franklin is soliciting competitive bids from qualified firms to perform a water distribution system leak detection survey and other related contract services on water distribution lines of the City’s choosing.

11.2. _____ The purpose of the leak detection survey is to identify and locate leaks in the surveyed portion of the water distribution lines maintained by the City, the repair of which leaks would increase the ratio of revenue-generating to non-revenue-generating water distributed by the City. The City is striving to improve the accountability for water distributed and its ultimate use or loss, reduce water lost to leakage, theft and other unauthorized uses, and to enhance customer service at reasonable rates.

11.3. _____ Repair of located leaks is beyond the scope of the survey and not the responsibility of the contractor.

11.4. _____ Pipe diameter and material:

11.4.1. _____ The water mains to be surveyed shall range in diameter from 2 inches to 36 inches. The water mains may be galvanized steel, cast iron, and/or ductile iron.

11.4.2. _____ Any service lines to be surveyed will be no smaller than 3/4 inches in diameter. Service lines may be copper, galvanized steel, cast iron, and/or ductile iron.

11.5. _____ The water lines to be surveyed lines are located in various areas of the City including areas with heavy vehicular traffic, residential areas and outside of street right-of-way.

City of Franklin Specifications

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- 11.6. _____ The specific lines to be surveyed will be identified by the City's Water Management Department prior to the time the project commences for each mobilization.
- 11.7. _____ A City of Franklin permit is not required for this project.
- 11.8. _____ Plans stamped by a professional engineer are not required for this project.
- 11.9. _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 11.10. _____ Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project for each mobilization, measured in number of calendar days after notice to proceed.
- 11.11. _____ The City intends to spend the entire amount it has budgeted for this project. Bidders are required to quote the number of line-miles they are willing to obligate themselves to survey for the amount budgeted. Bidders should expect that all of the services to be rendered for this project would be undertaken and completed in a single mobilization for each fiscal year. The City intends to award the work to the bidder that quotes the greatest number of line-miles that bidder is willing to obligate itself to survey per mobilization for the anticipated amount budgeted per City fiscal year. The anticipated amount budgeted for this project during the term of award is \$25,000 per City fiscal year.
- 11.12. _____ The price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for the amount budgeted shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project, and shall be all inclusive for all specified services and any additionally quoted services to be rendered and all costs of doing so. The City hereby specifically rejects any other fees or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-service or day-of-service. Any changes to the vendor's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City of Franklin.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.13.** _____ The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for services to be rendered during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016. At any time after award but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award up to three times, each time for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established in the initial bid process; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.14.** _____ Bidders shall quote the number of line-miles to be surveyed per mobilization for each year of the term of award. For bid evaluation purposes, City shall calculate the net-present-value of the price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for each year of the term of award, including optional extension.
- 11.15.** _____ Vendor specifically acknowledges and accepts the “Safe work area” provision as expressed under “General terms and conditions” above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

11.16. Insurance requirements:

11.16.1. Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

11.16.2. If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

11.16.3. In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

11.16.4. The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.17.** _____ For each mobilization, the leak detection contractor shall provide to the Water Management Department a weekly report of leak locations, estimated loss and areas surveyed. For each mobilization, a final report shall also be presented to include a summary of the activities performed, detailed documentation of the surveys conducted including a sketch of each leak location, and a recommended prioritization for repair.
- 11.18.** _____ For each mobilization, the Contractor shall be responsible for the following:
- 11.18.1.** _____ Traffic control, signage, and personal protective equipment for its own personnel.
- 11.18.2.** _____ Supplying all equipment necessary to locate leaks through any combination of method or methods ranging from acoustic leak detection, ground penetrating radar, leak correlating equipment, and data loggers.
- 11.18.3.** _____ Contractor shall maintain an AWWA Leak Detection Survey Daily Log of leak detection activities per AWWA Water Audits and Leak Detection Manual M 36, page 71.
- 11.18.4.** _____ Prior to beginning work, the Contractor shall submit a work plan to the City's Water Management Service Division Superintendent.
- 11.19.** _____ For each mobilization, City shall furnish to the successful bidder supporting information and maps of the water distribution lines to be surveyed within the distribution system. One City of Franklin employee who is familiar with the City's water distribution system will accompany the leak detection team to provide support.
- 11.20.** _____ In order to correlate a leak, the City will furnish all equipment, materials and supervision required to undertake any excavations deemed necessary to attach leak detection equipment to any meters, fire hydrants or valves that are not readily available within a reasonable distance.
- 11.21.** _____ For each mobilization, payment shall be made on a per-line-mile (rounded to the nearest 1/10 of a line-mile) basis after completion of the survey and City receipt of a proper invoice.

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-022

Vendor's name, street address, and mailing address:	<hr/> <hr/> <hr/> <hr/>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<hr/> <hr/> <hr/> <hr/>
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
Total number of line-miles of water distribution line which bidder is bidding to survey per mobilization based on the anticipated budget amount of \$25,000 per City fiscal year, including supply, delivery and completion of all specified services and deliverables:	FY2015: _____ miles. FY2016: _____ miles. FY2017: _____ miles. FY2018: _____ miles. FY2019: _____ miles.
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.
Estimated time of completion of project per mobilization:	____ days after receipt of notice to proceed.
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<hr/>
<hr/>	

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-022

Vendor's name:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none">• Detailed vendor-supplied description of bid product(s) and/or service(s);• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;• Vendor-supplied contact information for minimum of three references;• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;• City of Franklin Affidavit of Non-Collusion, executed in full;• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full;• City of Franklin Affidavit of Title VI Compliance, executed in full; and• A complete digital copy of submitted bid documents per the Instructions for Bidders.	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	<input type="checkbox"/> Addendum No. _____ received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	_____ (signature)
Title of bidder's authorized representative:	_____
Date of signature:	_____

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of _____)
) SS
County of _____)

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-022)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of _____)
County of _____) SS

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 022

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and _____ ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-____, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. ____ to Purchasing Office Solicitation No. 20__-____ (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

8. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____ - _____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 5

Tabulation of bids received

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, _____ agrees that:
(printed name of person signing Agreement)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_022)

Form revised 02/25/2005

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of _____)
) SS
County of _____)

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
_____,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time

Purchasing Office Solicitation No.: 2015-022

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 6, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **February 13, 2015**
6. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**

9. Addendum:

In reference to the City of Franklin's February 6, 2015 Purchasing Office Solicitation No. 2015-022 for the supply and delivery of water distribution system leak detection services, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to provide to all vendors who are known or thought to be interested in responding to the referenced solicitation the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:

February 19, 2015, 2:00 p.m. Central Time

Below are the questions asked to date and the City's responses thereto:

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-022

Q1: Approximately how many miles of line 16 inches in diameter or larger does the City water distribution system include?

A1: According to the most readily available City records, the City's water distribution system includes approximately 50 miles of line 16 inches in diameter or larger and approximately 325 miles of line less than 16 inches in diameter, not including service lines. There are approximately 375 miles of water mains ranging from two inches to 36 inches in diameter, not including service lines.

Q2: Is this service currently being provided to the City of Franklin?

A2: No, not currently. The last time the City contracted for this service was in 2013, pursuant to Purchasing Office Solicitation No. 2014-005 which, unlike Purchasing Office Solicitation No. 2015-022, was for a term of award for that fiscal year's project only with no provision extension.

Q3: If so, could the City provide existing rate structure / pricing and name of current provider?

A3: Please see tabulation of Bids for City of Franklin Purchasing Office Solicitation No. 2014-005, attached as Appendix No. 1.

Q4: Are there pre-determined minimum requirements for proximity of detection of leaks?

A4: Each detected leak shall be reported to within two feet of actual location.

Q5: Are there penalties for leaks that are undetected?

A5: No.

Q6: Will [the successful bidder] have access to prints / layout of Franklin's piping infrastructure? (Including locations, valves, and pipe sizes)?

A6: The successful bidder will be invited to review, with Water Department personnel, prints / layouts of the City's water distribution system. Please also see specification nos. 11.19 and 11.20.

Q7: Will [the successful bidder] have access and availability to shut off valves and water lines to locate water leaks?

A7: The successful bidder will have access to, but not availability to close, valves and water lines. Only Water Department personnel are permitted to close valves. Please also see specification nos. 11.19 and 11.20.

Q8: How close do we have to be to identify the location of leak & size of the leak?

A8: As to the accuracy of the location of the leak, please see A4 above. As to the accuracy of the size of the leak, the City expects the survey report to provide an estimate of gallons per minute loss per leak detected and a total gallons per minute for leaks detected per report provided by the vendor each week and in summary at

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-022

the completion of the job. The estimated water loss per leak detected shall be accurate to within industry standard. Please also see specification no. 11.17 regarding loss and prioritization.

Q9: Will the City of Franklin provide a specific report for contractor to submit for identifying leaks?

A9: No.

10. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

11. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

12. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

Tabulation of Bids*

Purchasing Office Solicitation No.:		2014-005 (water distribution system leak detection services)						
Notice to Bidders published in the Williamson Herald on:		8/29/13						
Number of vendors that were notified of / that responded to this solicitation for bids:		8 / 5						
Date and time bids due and publicly opened:		9/24/13 2:00 PM						
Present at opening of bids:		Seth Rye of Rye Engineering PLC; Harvey Smithson and Rick McPeak of the City of Franklin Water Management Department; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered:		n/a - value of contract within delegated authority of city administrator						
Bids received from:	Bid No.:	Bid Description:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total computed unit pricing, per line-mile, based on quoted number of line-miles for \$20,000 budget:	Total quoted number of line- miles to be surveyed for the budgeted amount of \$20,000:	Payment terms:	Estimated time of completion of project after receipt of order:	Bid and associated pricing is valid through:
Matchpoint, Inc. Street address: 6624 Gordon Rd., Unit H Wilmington, NC 28411 Mailing address: 215 Racine Dr., Suite 201 Wilmington, NC 28403 Simon Wick, VP of Water Asset Management 910/509-7225 simon.wick@matchpointinc.us	1 of 1	water distribution system leak detection services	Yes. (CoF understands exception taken by bidder (to CoF spec. 11.17.2 pertaining to methodology) to MOES ¹ .)	\$198.02	101.00	net 30 days	60 days	12/31/13
M.E. Simpson Co., Inc. 3406 Enterprise Avenue Valparaiso, IN 46383 John H. Van Arsdel, Vice President 800/255-1521 johnnyv@mesimpson.com	1 of 1	water distribution system leak detection services	No / 1 (Bidder takes no exceptions but CoF notes Title VI form omitted from submittal.)	\$165.29	121.00	net 30 days	10-15 days	10/28/13
Rye Engineering PLC 4210 West Main Street Erin, TN 37061 Seth W. Rye, Owner 931/289-2300 srye@ryeengineering.com	1 of 1	water distribution system leak detection services	Yes (Bidder takes no exceptions.)	\$198.02	101.00	net 30 days	21 days	12/30/14
Utility Services Associates, LLC 919 S. 150th Street Suite B Burien, WA 98166 Bruce Rubin, VP Sales & Marketing 877/647-5325 bruce.rubin@usaleksllc.com	1 of 1	water distribution system leak detection services	No / 2 (CoF understands exception taken by bidder to CoF spec. 11.15.1 pertaining to insurance to MOES ¹ but exception taken by bidder to CoF spec. 11.17.1 pertaining to traffic control does not MOES ¹ and CoF notes CoF specifications revised per Addendum No. 1 omitted from submittal.)	\$198.02	101.00	net 30 days	60 days	11/30/13

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.:		2014-005 (water distribution system leak detection services)						
Notice to Bidders published in the Williamson Herald on:		8/29/13						
Number of vendors that were notified of / that responded to this solicitation for bids:		8 / 5						
Date and time bids due and publicly opened:		9/24/13 2:00 PM						
Present at opening of bids:		Seth Rye of Rye Engineering PLC; Harvey Smithson and Rick McPeak of the City of Franklin Water Management Department; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered:		n/a - value of contract within delegated authority of city administrator						
Bids received from:	Bid No.:	Bid Description:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total computed unit pricing, per line-mile, based on quoted number of line-miles for \$20,000 budget:	Total quoted number of line- miles to be surveyed for the budgeted amount of \$20,000:	Payment terms:	Estimated time of completion of project after receipt of order:	Bid and associated pricing is valid through:
Water Loss Systems, Inc. 26409 Aiken Drive Clarksburg, MD 20871 Joseph R. Apolenis, Project Manager 301/253-0040 japolenis@waterlosssystems.com	1 of 1	water distribution system leak detection services	Yes (Bidder takes no exceptions.)	\$135.00	148.15	net 30 days	30 days	12/31/13

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0056)

Attachment No. 2

SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee


Purchasing Office Solicitation No.: 2015-022

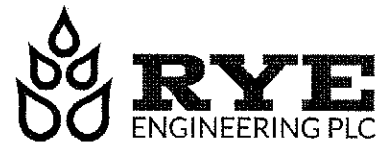
Vendor's name, street address, and mailing address:	<u>Rye Engineering PLC</u> <u>4210 West Main Street</u> <u>Erin, TN 37061</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<u>Seth W. Rye</u> <u>Owner/Engineer</u> <u>931-721-6282</u> <u>srye@ryeengineering.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Total number of line-miles of water distribution line which bidder is bidding to survey per mobilization based on the anticipated budget amount of \$25,000 per City fiscal year, including supply, delivery and completion of all specified services and deliverables:	FY2015: <u>192.0</u> miles. FY2016: <u>192.0</u> miles. FY2017: <u>192.0</u> miles. FY2018: <u>192.0</u> miles. FY2019: <u>192.0</u> miles.
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
Estimated time of completion of project per mobilization:	<u>30</u> days after receipt of notice to proceed.
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>2-19-2016</u>

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-022

Vendor's name:	<u>Rye Engineering PLC</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none">Detailed vendor-supplied description of bid product(s) and/or service(s);City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;Vendor-supplied contact information for minimum of three references;City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;City of Franklin Affidavit of Non-Collusion, executed in full;If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full;City of Franklin Affidavit of Title VI Compliance, executed in full; andA complete digital copy of submitted bid documents per the Instructions for Bidders.	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	<input checked="" type="checkbox"/> Addendum No. <u>1</u> received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	<u>Owner</u>
Date of signature:	<u>2/18/15</u>



February 17, 2015

Mr. Brian Wilcox, CPPO
Purchasing Manager
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South Franklin, TN 37064

RE: **Solicitation No. 2015-022**
Detailed Description of Bid Services

Dear Mr. Wilcox,

We are pleased to present the following Detailed Description of Bid Services as required by Solicitation No. 2015-022:

Rye Engineering PLC will perform comprehensive leak detection survey within the Franklin Water System according to the Detailed Specifications in Solicitation No. 2015-022. Methods to be used include:

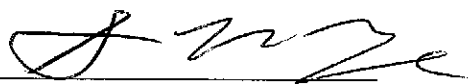
1. Acoustic leak detection with electronic ground microphone to include listening on each water service in the survey area;
2. Acoustic correlation and data logging;
3. Pressure observation/valve manipulation tests;
4. Ultrasonic flow metering (if necessary);
5. Other methods as deemed necessary by Rye Engineering PLC.

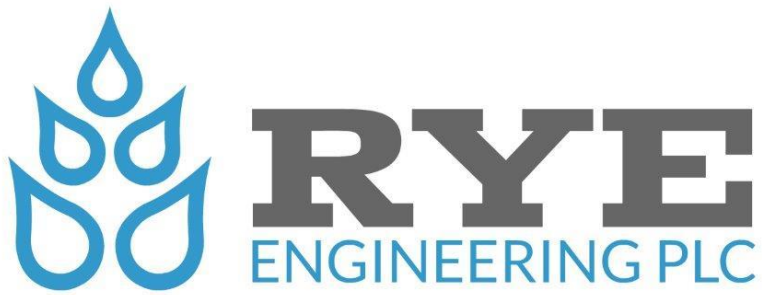
We will utilize two-person leak detection crews to include and be supervised by our Water Loss Coordinator, Mr. Mike Sheppard. Each crew will consist of qualified employees familiar with water distribution systems (Utility Inspectors, Water Distribution Operators, etc.). These crews will be supported by our full service professional engineering and licensed system operations staff to make field visits to problem-solve, analyze data, and produce professional reports of our work.

To further detail our Bid Services, we have included a company profile booklet and company brochures. Thank you for the opportunity to submit.

Sincerely,

Rye Engineering PLC

By: 
Seth W. Rye, P.E., Esq.



4210 West Main Street
Erin, TN 37061
Phone (931) 289-2300
Fax (931) 289-2313
srye@ryeengineering.com



COMPANY PROFILE & SCOPE OF SERVICES

TABLE OF CONTENTS

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3. LIST OF EQUIPMENT TO BE USED.....	9
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Figure 1. Detailed leak detection surveys are a specialty of Rye Engineering PLC. This flow-based leak detection set-up illustrates our commitment to finding leaks on both new and existing, and sometimes complex water transmission and distribution systems.

1: ABOUT US

Rye Engineering PLC was founded in 2007 with the objective to provide competent, innovative, and reliable engineering and operational services for the water/wastewater industry, municipal systems, county governments, utility districts and associated entities. Our services have since been expanded to include inspection, easement acquisition, and leak detection as well. Our office is located in Erin, Tennessee.

The mission of Rye Engineering PLC is to offer fresh engineering solutions to the traditional problems faced by professionals, to assist those professionals in meeting increasingly more stringent government regulations, and to make available operational management services as required. Rye Engineering PLC shall accomplish its goals by relying on its staff's unique combination of education, experience, and work ethic.

We have an elite staff of highly skilled and experienced professionals focused on the planning, design, and operation of potable water and wastewater infrastructure, site design, drainage, and other engineering and operational projects. We submit that our compact but specialized staff is an advantage over larger firms because we do not find it necessary to undertake projects outside of our focus area just to cover the inherent overhead costs associated with running a large firm.

We are prepared to handle all aspects of your engineering projects, including incidental items, easement acquisition, road repairs, stream crossings, building designs and other types of engineering work.

Contact Information:

Erin Office:
4210 West Main Street
Erin, TN 37061

Phone: (931) 289-2300
Fax: (931) 289-2313
Website: www.ryeengineering.com

2: KEY STAFF CREDENTIALS

Field Staff

The key to our continued success in the water loss industry is our unrivaled field staff. Led by Water Loss Coordinator, Mike Sheppard, our field staff is composed of lifelong employees of the water distribution industry. On a project of this magnitude and importance, Mr. Sheppard will supervise two (2) water loss field crews that will be deployed to the area upon notice to proceed. Each crew will be composed of at least two (2) water loss technicians and have a crew chief. Crew #1 will be led by Crew Chief, Mr. Matthew Rye. Mr. Wade Rudolph will serve as Crew Chief for Crew #2. All water loss field efforts for your system will be supported by Seth Rye, P.E. who will be available as technical resource and will analyze data gathered during the field activities and compose the technical report for your system.

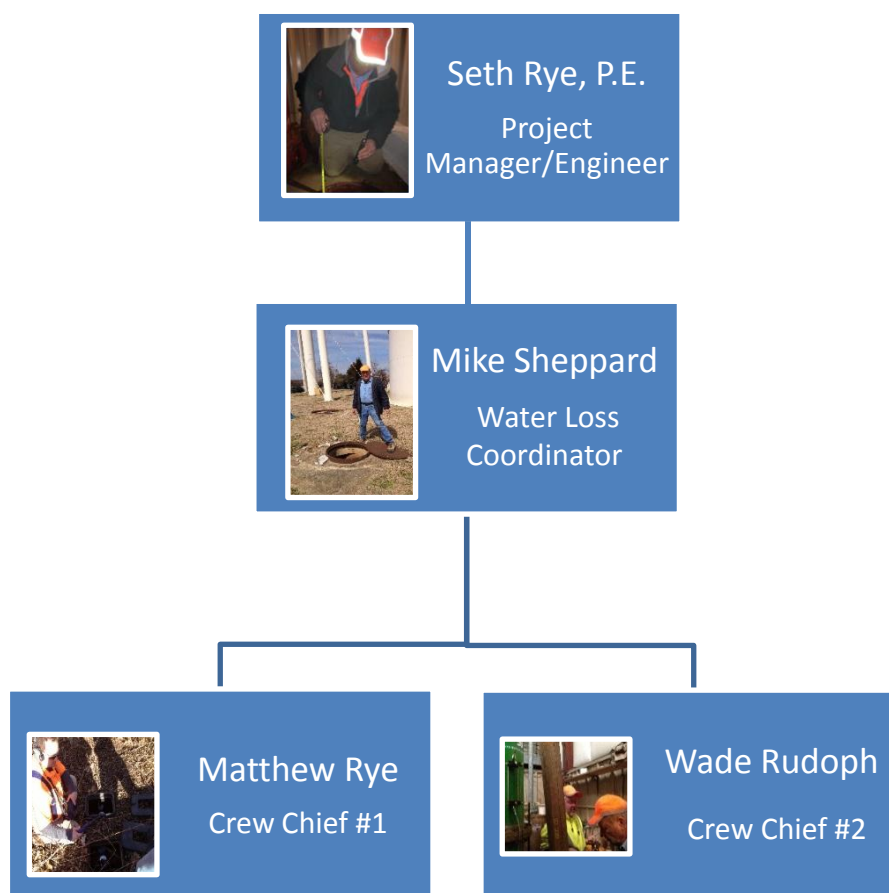


Figure 2. Organizational Chart. We will devote two water loss field crews led by a Water Loss Coordinator and supported by a Professional Engineer to your project.



SETH W. RYE, P.E., ESQ.

OWNER, SENIOR ENGINEER

(931) 721-6232 CELL

srye@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **FAA MMAC Water Loss Management Study**; 2014; *Project Lead*; Oklahoma City, OK;
- **Water Authority of Dickson County Water Loss Management Program**; 2014, *Project Engineer*; Dickson, TN;
- **Sylvia-Tennessee City-Pond Utility District Leak Detection**; 2014; *Leak Detection Crew*; Pond, TN;
- **First UD of Knox County, WTP Input Meter Testing and Installation**; 2014; *Water Loss Crew*; Knoxville, TN;
- **Adamsville Leak Detection Survey**; 2014; *Leak Detection Crew*; Adamsville, TN.

Seth Rye is involved in every water loss project that Rye Engineering PLC undertakes. He handles all engineering support, all proposals, and all analysis and reporting.

PROFESSIONAL REGISTRATION

Registered Professional Engineer in TN, Lic # 49410; AL, Lic # 49410; and KY, Lic # 49410

TDEC Licensed Water Distribution Operator II, License # 49410

Licensed Attorney in Tennessee, Supreme Court License # 025668

EDUCATION

1994-1998, University of Tennessee, Bachelor of Science in Agricultural Engineering

1998-2000, University of Tennessee, Master of Science in Biosystems Engineering

2002-2006, Nashville School of Law, Doctor of Jurisprudence Degree

WORK EXPERIENCE

- **Rye Engineering PLC**; Erin, TN; 3/2007-Present; Founder/Senior Engineer/Water Distribution Operator/Project Manager.
- **Clarksville Gas & Water Dept.**; Clarksville, TN; 2000-2007; Water Division Manager/Civil Engineer.



KENNETH MICHAEL SHEPPARD

WATER LOSS COORDINATOR

(931) 320-4892

msheppard@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **Savannah Leak Detection;** 2014; *Project Lead*; Savannah, TN;
- **FAA MMAC Water Loss Management Study;** 2014; *Project Coordinator*; Oklahoma City, OK;
- **Russellville-Whitesburg Utility District Leak Detection;** 2014; *Project Coordinator*; Russellville, TN;
- **Bon Aqua - Lyles Utility District Leak Detection;** 2013-2014; *Project Coordinator*; Bon Aqua, TN;
- **Halls Leak Detection;** 2013-2014; *Project Coordinator*; Halls, TN.

Mike Sheppard coordinates all water loss field work for Rye Engineering PLC and also performs leak detection on many of our projects. He is our most experienced acoustic leak detector and also trains our other employees.

CERTIFICATIONS

Permit Required Confined Space Certification

WORK EXPERIENCE

- **Rye Engineering PLC;** Erin, TN; 5/2010-Present; Water Loss Coordinator/Senior Project Manager/Construction Inspector.
- **Clarksville Gas & Water Dept.;** Clarksville, TN; 2001-2007 (Retired) – Superintendent of Water Distribution Construction; 1998-2001 – Superintendent of Water and Wastewater Installation & Repair; 1995-1998 – Utility Inspector; 1983-1995 – Crew Chief/Water Distribution Construction; 1975-1983 – Backhoe Operator/Water Distribution Construction, Laborer/Wastewater Construction & Repair.



MATTHEW H. RYE

SENIOR PROJECT MANAGER

(931) 801-4345

mrye@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **Linden Water Loss Management Program;** 2014; *Project Lead*; Linden, TN;
- **New Johnsonville Water Loss Management Program;** 2014; *Project Lead*; New Johnsonville, TN;
- **Tennessee Ridge Water Loss Management Program;** 2014; *Project Lead*; Tennessee Ridge, TN;
- **Sylvia-Tennessee City-Pond Utility District Leak Detection;** 2014; *Crew Chief*; Sylvia, TN;
- **Wartrace Leak Detection;** 2013-2014; *Crew Chief*; Wartrace, TN.

Matthew Rye serves as a water loss crew chief on many other acoustic and flow-based leak detection projects.

EDUCATION

2002-2004, Austin Peay State University, Bachelor of Science in Psychology

1999-2001, University of Tennessee

CERTIFICATIONS

National Association of Codes Enforcement (NACE) #307563

Tennessee Department of Erosion Control (TDEC) EPSC certified #123648

Permit Required Confined Space Certification

WORK EXPERIENCE

- **Rye Engineering PLC;** Erin, TN; 5/2010-Present; Senior Project Manager/Construction Inspector/Engineering Technician/Water Tank Inspector/ROV Water Tank Inspection Operator/GPS Surveying.
- **Goodwyn, Mills, & Caywood;** Nashville, TN; 8/2006-5/2010; Field Inspector, Municipal Engineering Division.



WADE H. RUDOLPH

PROJECT MANAGER

(931) 220-3830

wrudolph@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **HB & TS Utility District Leak Detection;** 2014; *Crew Chief*; Franklin, TN;
- **Haywood County Utility District Leak Detection;** 2013-2014; *Crew Chief*; Brownville, TN;
- **Water Authority of Dickson County Water Loss Management Program;** 2014; *Crew Chief*; Dickson, TN;
- **New Market Utility District Leak Detection;** 2013; *Crew Chief*; New Market, TN;
- **Adamsville Leak Detection Survey;** 2014; *Crew Chief*; Adamsville, TN.

Wade Rudolph is the lead crew chief for all meter testing and flow-based leak detection. He also serves as crew chief on many of our acoustical leak detection projects as well.

PROFESSIONAL REGISTRATION/CERTIFICATIONS

TDEC Licensed Wastewater Collection Operator II, License #3869

TDEC Licensed Water Distribution Operator II, License #3869

Permit Required Confined Space Certification

WORK EXPERIENCE

- **Rye Engineering PLC;** Erin, TN; 2013-Present; Project Manager/Construction Inspector/Water Auditor/Leak Technician
- **Clarksville Gas & Water Dept.;** Clarksville, TN; 1984-2013 (Retired); Engineering Manager/Operations Manager for Water & Wastewater/Superintendent of Water & Wastewater Repair & Installation

3: LIST OF EQUIPMENT TO BE USED

Rye Engineering is set apart from other leak detection companies in large part due to our embrace of the latest leak detection methods and technology. In addition to traditional acoustical leak detection methods such as ground microphones and correlators, we routinely used flow-based leak detection equipment such as ultra-sonic flow metering to locate the toughest leaks even on non-metallic mains such as PVC, HDPE and A/C. We use these ultra-sonic meters to localize, quantify, and pinpoint leaks ranging from just a few gallons per minute to large main breaks on cross-country mains. Using this equipment in step-testing techniques, we can efficiently cover miles of water main, quantifying leak magnitude as we proceed through the system.

We also use survey-grade GPS equipment to capture the location of leaks, and when requested, we can collect other data such as meter, hydrant, and valve locations.

For your project, we will use at least the following equipment:

1. Electronic Ground Microphones (Premium Grade) – FCS X-Mic Brand;
2. Acoustic Correlators/Data Loggers – FCS Sound Sens Brand;
3. Ultra-Sonic Flow Meters (Non-Intrusive) – GE Sensing Portable;
4. Magnetic Pipe Locating Equipment – Fisher TW-6 Brand;
5. Survey Grade GPS Unit – TOPCON Brand;
6. GIS & CAD – ArcGIS & AutoCAD as required;
7. Ford F-150 and GM 1500 4x4 Pick-ups;
8. Other incidental tools such as pressure gauges, recorders, valve & hydrant wrenches, etc.;
9. Safety equipment for traffic control, vehicle lighting, personal protective equipment, etc.



Figure 3. We utilize premium handheld acoustic units to listen to water services, hydrants, and ground microphone attachments to pin-point leaks for repair.



Figure 4. Our leak detection equipment includes ultra-sonic flow meters, acoustic correlators, and survey grade GPS for recordation of leak locations.

4: REFERENCES

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
FAA MMAC OKC AMP 400 FAA MMAC OKC Oklahoma City, OK 73125	8/5/14-present	Acoustic leak detection survey; Input meter testing; Water tank flow evaluation; Flow testing with ultrasonic flow meter; Leak correlation; Estimated leakage found: 4,452,000 gallons per month; No. of customers: 7,500.	Dwaine Rhodes, Architectural Team Lead 405-954-4557
Water Authority of Dickson County 101 Cowan Rd. Dickson, TN 37055	10/15/13-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Zone meter planning; Meter testing and calibration; No. of customers: 17,096.	Mike Adams, P.E., Executive Dir. Scott Miller, Water & WW Mgr. 615-441-4188
Savannah Utility Department 140 Main Street Savannah, TN 38372	9/16/14-9/24/14	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month; No. of customers: 7,484.	Virgil Morris, Utility Director 731-925-4216
HB + TS Utility District 505 Downs Blvd. Franklin, TN 37064	11/21/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; Estimated leakage found: 1,519,800 gallons per month; No. of customers: 6,000.	Tom Puckett, P.E., General Manager 615-794-7796
Russellville-Whitesburg Utility District P.O. Box 450 Russellville, TN 37860	4/14/14-4/25/14	Acoustic leak detection survey; Flow testing with ultrasonic flow meter; Estimated savings per year: \$75,000; No. of customers: 6,930.	Jamie Carden, P.E., General Manager 423-586-2232
Bon Aqua & Lyles Utility District 7964 Spot Light Road Lyles, TN 37098	4/2013-present	Acoustic leak detection survey; Estimated leakage found: 2,300,000 gallons per month; No. of customers: 3,600.	David Connor, Manager 931-670-3957
Sylvia-TN City-Pond Utility District 102 Pond Circle Road Dickson, TN 37055	1/20/14-1/24/14	Acoustic leak detection survey; Estimated leakage found: 30,000 gallons per month; No. of customers: 1,733.	Billy Joe Roberts, General Manager 615-446-8888
First Utility District of Knox Co. 122 Durwood Road Knoxville, TN 37922	5/15/14-5/16/14	Water plant input meter testing for water loss purposes; 16"-48" sizes; No. of customers: 33,227.	Bruce Giles, General Manager 865-966-9741
Brownsville Utilities P.O. Box 424 Brownsville, TN 38012	12/16/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; No. of customers: 5,302.	Regie Castellaw, General Manager 731-772-8845
City of McEwen 9586 Hwy. 70 East McEwen, TN 37101	10/6/14-10/9/14	Acoustic leak detection survey; No. of customers: 1,120.	Houston Howell, Water Manager 931-582-6211

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of New Johnsonville, TN 323 Long Street, New Johnsonville, TN 37134	11/21/12-present	Water Loss Management Plan (4 yr); Semi-annual acoustic leak detection; Meter testing and calibration; No. of customers: 850.	Lance Loveless, Mayor 931-535-2720
Halls Public Works, TN 208 N. Church Street Halls, TN 38040	12/13/12-present	Acoustic leak detection survey; Master meter testing; Estimated leakage found: 882,000 gallons per month; No. of customers: 2,200.	Alan Cherry, Public Works Director 731-225-9786
Hartsville-Trousdale Wtr & Swr UD P.O. Box 66 Hartsville, TN 37074-0066	8/2013-present	Acoustic leak detection survey; Master meter testing; GPS surveying; Estimated leakage found: 3,200,000 gallons per month; No. of customers: 2,820.	Jerry Helm, Superintendent 615-374-3484
Woodlawn Utility District 2172 Dover Road Woodlawn, TN 37191	8/2013-present	Acoustic leak detection survey; GPS surveying; Estimated leakage found: 8,255,840 gallons per month; No. of customers: 3,150.	Lynn Burkhart, Field Operations Mgr. Ed Sample 931-552-2921
Linden Utilities P.O. Box 46 Linden, TN 37096	2/13/2014-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Emergency leak detection; Estimated leakage found: 1,103,860 gallons per month; No. of customers: 1,200.	Brad Burgess 931-589-2736
City of Tennessee Ridge P.O. Box 207 Tennessee Ridge, TN 37178	6/1/14-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Meter testing; No. of customers: 1,190.	Jerry Bryant, Superintendent 931-721-3385
Clarksville Gas and Water 2215 Madison Street Clarksville, TN 37043	11/8/2014	Emergency leak detection; No. of customers: 60,000.	Chris Lambert, Water/Wastewater Director 931-645-7400
The Trane Company 2701 Wilma Rudolph Blvd. Clarksville, TN 37040	10/5/14; 11/3/14-11/7/14	Emergency leak detection; Acoustic leak detection survey.	Scott Butcher, Facility Manager 931-648-5219
Town of Sardis 34863 Hwy. 104 South Sardis, TN 38371	10/9/14; 10/14/14	Acoustic leak detection survey; No. of customers: 423.	Richard Holland 731-858-2641
County Wide Utility District 70 Cavalier Drive South Alamo, TN 38001	7/2/13; 8/26/14-8/27/14	Acoustic leak detection survey; No. of customers: 3,290.	Michael Johnson, General Manager 731-696-2908

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Adamsville Utilities 231 East Main Street Adamsville, TN 38310	6/9/13-8/18/14	Emergency leak detection; Acoustic leak detection survey; Meter testing; No. of customers: 3,400.	Paul Plunk 731-632-1401
Gainesboro Utility System P.O. Box 594 Gainesboro, TN 38562	3/26/14-3/28/14	Acoustic leak detection survey; No. of customers: 600.	Chester Hamlet 931-268-9315
Oakland Water System P.O. Box 56 Oakland, TN 38060	3/16/2014	Emergency leak detection; No. of customers: 3,880.	Eric Armstrong, Water Plant Superintendent 901-465-8830
Winchester Utilities 219 Second Ave. NW Winchester, TN 37398	2/17/2014	Acoustic leak detection survey; No. of customers: 7,521.	Tim Solomon, Distribution/Collections Supt. 931-967-2238
Gladeville Utility District 3826 Vesta Road Lebanon, TN 37090	2/10/14-2/14/14	Acoustic leak detection survey; No. of customers: 5,650.	Danny Bledsoe, General Manager Danny Lassiter, Assistant Manager 615-449-0301
City of Millington 7930 Nelson Road Millington, TN 38053	1/30/2014	Emergency leak detection.	Jimmy Black, Water & Sewer Superintendent 901-873-5673
Tiptonville Water & Sewer 130 South Court Tiptonville, TN 38079	1/12/14-1/14/14	Emergency leak detection; Flow-based leak detection; No. of customers: 1,039.	Stacey Rivers, Water Plant Superintendent 731-253-8428
Vanleer Water Works 4714 Hwy. 49 West Vanleer, TN 37181	1/10/2014	Emergency leak detection; No. of customers: 978.	Darren Green, Water Superintendent 615-763-2823
Trenton Light & Water P.O. Box 260 Trenton, TN 38382	12/30/2013	Emergency leak detection; No. of customers: 2,070.	Stacy Rice 731-855-1561
West Overton Utility District P.O. Box 278 Rickman, TN 38580	11/18/13- 11/20/13	Acoustic leak detection survey; Estimated leakage found: 345,600 gallons per month; No. of customers: 2,800.	Terry Walker, Manager 931-498-4144

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Mt. Pleasant Water P.O. Box 426 Mt. Pleasant, TN 38474	9/26/2013	Emergency leak detection; Flow-based leak detection; No. of customers: 2,432.	Bobby Nutt, Public Works Director 931-379-7717
Cumberland Heights Utility District 925 Briarwood Road Clarksville, TN 37040	9/5/13-present	Emergency leak detection; Acoustic leak detection survey; No. of customers: 1,224.	Steve Davis, Manager 931-648-2365
Puryear Water System P.O. Box 278 Puryear, TN 38251	8/20/2013	Emergency leak detection; No. of customers: 350.	Rickie Hughes, Water Manager 731-247-5364
Erwin Utilities 244 Love Street Erwin, TN 37650	6/4/13-6/5/13; 7/24/13-7/25/13	Acoustic leak detection survey; No. of customers: 5,204.	Steve Watson 423-743-1820
Newbern Water & Sewer 103 Jefferson Street Newbern, TN 38059	6/14/2013	Acoustic leak detection survey; No. of customers: 3,394.	Casey King, Water Dept. Supervisor 731-627-3221
New Market Utility District 900 W. Hwy. 11 E New Market, TN 37820	4/29/13-5/3/13	Acoustic leak detection survey; No. of customers: 1,625.	Troy Roach, Manager 865-475-2467
Wartrace Waterworks & Sewerage 29 Main Street Wartrace, TN 37183	3/6/13-3/8/13	Acoustic leak detection survey; Estimated leakage found: 4,752,000 gallons per month; Estimated savings per year: \$150,000; No. of customers: 1,057.	Bryan Smith, Manager 931-389-6144
City of Red Boiling Springs, TN 211 Commerce Street, Suite 600 Nashville, TN 37201	7/1/12-8/1/12	Acoustic leak detection survey; Estimated leakage found: 1,345,000 gallons per month; No. of customers: 1,725.	George Garden, P.E., Engineer-BWSC 615-254-1500
City of Cumberland City, TN 121 Main Street Cumberland City, TN 37050	5/1/12-5/3/12	Acoustic leak detection survey; Meter testing; Estimated leakage found: 600,000 gallons per month; No. of customers: 300.	Whitey Vaughn, Mayor 931-827-2000
Lexington Utilities 54 Monroe Avenue Lexington, TN 38351	8/20/2014	Meter testing; One WTP meter; No. of customers: 9,634.	Chuck Rowsey, Assistant General Manager 731-968-5213

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of Grand Junction 150 Tippah Street N Grand Junction, TN 38039	8/19/2014	Meter testing; No. of customers: 462.	David Vinyard, Public Works Manager 731-764-2871
Town of Rossville 360 Morrison Road Rossville, TN 38066	8/19/2014	Meter testing; No. of customers: 328.	Anthony Harbin 901-854-6341
Dyersburg Suburban Consolidated UD 1305 Hwy. 51 Bypass S Dyersburg, TN 38025	7/30/2014	Meter testing; No. of customers: 1,490.	Debbie Perdue, 731-285-1261
Northwest Dyersburg Utility District 9000 Lenox Nauvoo Road Dyersburg, TN 38025	7/29/2014	Meter testing; WTP meters; No. of customers: 1,615.	Tommy Reed 731-285-4114
Consolidated Utility District 860 Commercial Court Murfreesboro, TN 37133	6/23/2014	Meter testing; No. of customers: 48,208.	William Dunnill, General Manager 615-893-7225
North Stewart Utility District 2361 Hwy. 79 Dover, TN 37058	6/19/2014	Meter testing; No. of customers: 1,806.	Christopher Page 931-232-5525
Reelfoot Utility District of Lake Co. 365 Gooch Road Tiptonville, TN 38079	6/5/2014	Meter testing; WTP meters; No. of customers: 263.	William Calhoun, Superintendent 731-253-8490
North UD of Decatur & Benton Co. 6448 Hwy. 641 N Parsons, TN 38363	6/4/2014	Meter testing; WTP meters; No. of customers: 1,325.	Dick Adams, Manager 731-847-3838
Oneida Water & Wastewater Dept. 19922 Alberta Street Oneida, TN 37841	5/19/14-5/20/14	Meter testing; Four WTP meters; No. of customers: 4,312.	Michael Keaton, Water Plant Manager 423-569-6311
South Giles Utility District 8114 Elkton Pike Prospect, TN 38477	4/7/14; 6/30/14	Meter testing; Four zone meters; No. of customers: 1,400.	Cathy Dradt, Office Manager 931-468-2875

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Plateau Utility District P.O. Box 407 Wartburg, TN 37887	3/25/14-3/26/14	Meter testing; 4 WTP meters; No. of customers: 4,320.	Mike Monroe, General Manager 423-346-3101
Trezevant Water & Sewer P.O. Box 100 Trezevant, TN 38258	11/5/2013	Meter testing; WTP meters; No. of customers: 411.	Murray McCaleb 731-669-4831
Atwood Water System P.O. Box 339 Atwood, TN 38220	11/5/2013	Meter testing; WTP meters; No. of customers: 529.	Tim Rogers 731-662-7689
Loon Bay P.O.A. P.O. Box 60 Bumpus Mills, TN 37028	12/5/12 & 12/11/12	Acoustic leak detection survey; Estimated leakage found: 40,000 gallons per month; No. of customers: 60.	Joseph Bertrand, General Manager 931-232-4269
City of Cloverport, KY 212 West Main Street Cloverport, KY 40111	8/8/11-9/6/11	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month.	Cathy McCoy, City Clerk/Treasurer 270-788-6632

5: SCOPE OF SERVICES

Rye Engineering PLC's General Engineering Services include, but are not limited to, the following:

WATER LOSS CONTROL SERVICES/

LEAK DETECTION

- Acoustic Leak Detection
- Active Leak Control Planning
- Water Audits
- Meter Testing
- Training



GENERAL ENGINEERING SERVICES

- Building Design
- Site Design/Site Plans
- Subdivision Design
- Grading Plans
- Utility
- Transportation Projects/Street & Road Projects
- Community Revitalization Projects

GOVERNMENT/COMMUNITY ENGINEERING SERVICES

- City/County Government
- Industrial Boards
- Rural Development Projects
- Stormwater Drainage Projects
- Government Grant/Low Interest Loan Projects
- Sewer/Wastewater Rehabilitation Projects

ENGINEERING DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

- Complete Engineering Design Services
 - Pumping Facilities
 - Mains
 - Plants
 - Tanks and Storage Facilities
 - Water Tank Rehabilitation and Painting Design
 - Other Water and Wastewater Infrastructure
- Contract and Specifications Drafting
- Project Management
- Contract Administration



SYSTEM OPERATIONAL SERVICES

- Licensed Water Distribution Operator Services
- GIS Mapping and Analysis
- Fire Hydrant Flow Testing
 - Real Time 2-Hydrant Tests
 - Digitally Recorded Tests
 - Pre-Modeled Tests
 - High Point/Minimum Zone Pressure Analysis
 - Multi-Hydrant Tests
 - Pressure Zone Dependent Testing
 - GIS Presentation of All Data
 - Incorporation into Water Model Calibration
 - Can Supplement or Replace Fire Department Single Hydrant Tests
 - Can Serve as Annual Flushing
- System Flushing
 - Dead Ends
 - Unidirectional Flushing
- Water Main and Water Tank Disinfection Services
- Valve Location
- Advice and/or Training to Owner's Employees
- Pre-Inspection for State Inspections
- Mock Sanitary Surveys
- Reports or Plans to Government Agencies
- General Troubleshooting of System and Facilities
- Attend Meetings and Conferences with or for Owner



WATER SYSTEM PLANNING, MODELING, AND EVALUATION

- Master Planning and Long Range Planning
- Computer Hydraulic Modeling
- Field Calibration of Hydraulic Model
 - Pressure Recording
 - System Condition Analysis
 - Flow Testing
 - C-Factor Estimation
- Water Line Deterioration Evaluation
 - Copper Service Line Corrosion
 - Aging Infrastructure
- Preliminary Engineering Reports
- Plans Review

EASEMENT ACQUISITION SERVICES

- Title Search (by Licensed Attorney)
- Drafting (by Licensed Attorney)
- Appraisals (by Licensed Real Estate Appraiser)
- Negotiation (by Licensed Real Estate Broker)
- Notarization
- Recordation



INSPECTION SERVICES

- Water Tank Inspections
 - Construction Inspection
 - TDEC 5-year Inspections
 - Warranty Inspections
 - Painting Inspections
 - Underwater (Wet) Inspections
 - **REMOTELY OPERATED VEHICLE (ROV) INSPECTIONS**
 - Dry Inspections
 - Digital Photographic Documentation
- Underground Utility Inspections
 - Construction Inspections
 - Utility Locations
 - As-Built Plans Generation
 - GPS Data Collection
 - Valve Sheet Generation
 - GIS Data Generation and Mapping
 - Digital Photographic Documentation



City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: These specifications apply to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time
Purchasing Office Solicitation No.: 2015-022
2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 6, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to undertake, conduct and perform the specified services, and to prepare and produce the specified deliverables, during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, respectively. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. C The City of Franklin is soliciting competitive bids from qualified firms to perform a water distribution system leak detection survey and other related contract services on water distribution lines of the City's choosing.

11.2. C The purpose of the leak detection survey is to identify and locate leaks in the surveyed portion of the water distribution lines maintained by the City, the repair of which leaks would increase the ratio of revenue-generating to non-revenue-generating water distributed by the City. The City is striving to improve the accountability for water distributed and its ultimate use or loss, reduce water lost to leakage, theft and other unauthorized uses, and to enhance customer service at reasonable rates.

11.3. C Repair of located leaks is beyond the scope of the survey and not the responsibility of the contractor.

11.4. Pipe diameter and material:

11.4.1. C The water mains to be surveyed shall range in diameter from 2 inches to 36 inches. The water mains may be galvanized steel, cast iron, and/or ductile iron.

11.4.2. C Any service lines to be surveyed will be no smaller than 3/4 inches in diameter. Service lines may be copper, galvanized steel, cast iron, and/or ductile iron.

11.5. C The water lines to be surveyed lines are located in various areas of the City including areas with heavy vehicular traffic, residential areas and outside of street right-of-way.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.6. C The specific lines to be surveyed will be identified by the City's Water Management Department prior to the time the project commences for each mobilization.
- 11.7. C A City of Franklin permit is not required for this project.
- 11.8. C Plans stamped by a professional engineer are not required for this project.
- 11.9. C The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 11.10. C Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project for each mobilization, measured in number of calendar days after notice to proceed.
- 11.11. C The City intends to spend the entire amount it has budgeted for this project. Bidders are required to quote the number of line-miles they are willing to obligate themselves to survey for the amount budgeted. Bidders should expect that all of the services to be rendered for this project would be undertaken and completed in a single mobilization for each fiscal year. The City intends to award the work to the bidder that quotes the greatest number of line-miles that bidder is willing to obligate itself to survey per mobilization for the anticipated amount budgeted per City fiscal year. The anticipated amount budgeted for this project during the term of award is \$25,000 per City fiscal year.
- 11.12. C The price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for the amount budgeted shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project, and shall be all inclusive for all specified services and any additionally quoted services to be rendered and all costs of doing so. The City hereby specifically rejects any other fees or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-service or day-of-service. Any changes to the vendor's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City of Franklin.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.13. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for services to be rendered during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016. At any time after award but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award up to three times, each time for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established in the initial bid process; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.14. C Bidders shall quote the number of line-miles to be surveyed per mobilization for each year of the term of award. For bid evaluation purposes, City shall calculate the net-present-value of the price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for each year of the term of award, including optional extension.
- 11.15. C Vendor specifically acknowledges and accepts the "Safe work area" provision as expressed under "General terms and conditions" above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

11.16.

11.16.1.

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Insurance requirements:

Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

11.16.2.

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If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

11.16.3.

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In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation.

11.16.4.

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The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.17. C For each mobilization, the leak detection contractor shall provide to the Water Management Department a weekly report of leak locations, estimated loss and areas surveyed. For each mobilization, a final report shall also be presented to include a summary of the activities performed, detailed documentation of the surveys conducted including a sketch of each leak location, and a recommended prioritization for repair.
- 11.18. For each mobilization, the Contractor shall be responsible for the following:
- 11.18.1. C Traffic control, signage, and personal protective equipment for its own personnel.
- 11.18.2. C Supplying all equipment necessary to locate leaks through any combination of method or methods ranging from acoustic leak detection, ground penetrating radar, leak correlating equipment, and data loggers.
- 11.18.3. C Contractor shall maintain an AWWA Leak Detection Survey Daily Log of leak detection activities per AWWA Water Audits and Leak Detection Manual M 36, page 71.
- 11.18.4. C Prior to beginning work, the Contractor shall submit a work plan to the City's Water Management Service Division Superintendent.
- 11.19. C For each mobilization, City shall furnish to the successful bidder supporting information and maps of the water distribution lines to be surveyed within the distribution system. One City of Franklin employee who is familiar with the City's water distribution system will accompany the leak detection team to provide support.
- 11.20. C In order to correlate a leak, the City will furnish all equipment, materials and supervision required to undertake any excavations deemed necessary to attach leak detection equipment to any meters, fire hydrants or valves that are not readily available within a reasonable distance.
- 11.21. C For each mobilization, payment shall be made on a per-line-mile (rounded to the nearest 1/10 of a line-mile) basis after completion of the survey and City receipt of a proper invoice.

REFERENCES

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
FAA MMAC OKC AMP 400 FAA MMAC OKC Oklahoma City, OK 73125	8/5/14-present	Acoustic leak detection survey; Input meter testing; Water tank flow evaluation; Flow testing with ultrasonic flow meter; Leak correlation; Estimated leakage found: 4,452,000 gallons per month; No. of customers: 7,500.	Dwayne Rhodes, Architectural Team Lead 405-954-4557
Water Authority of Dickson County 101 Cowan Rd. Dickson, TN 37055	10/15/13-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Zone meter planning; Meter testing and calibration; No. of customers: 17,096.	Mike Adams, P.E., Executive Dir. Scott Miller, Water & WW Mgr. 615-441-4188
Savannah Utility Department 140 Main Street Savannah, TN 38372	9/16/14-9/24/14	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month; No. of customers: 7,484.	Virgil Morris, Utility Director 731-925-4216
HB + TS Utility District 505 Downs Blvd. Franklin, TN 37064	11/21/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; Estimated leakage found: 1,519,800 gallons per month; No. of customers: 6,000.	Tom Puckett, P.E., General Manager 615-794-7796
Russellville-Whitesburg Utility District P.O. Box 450 Russellville, TN 37860	4/14/14-4/25/14	Acoustic leak detection survey; Flow testing with ultrasonic flow meter; Estimated savings per year: \$75,000; No. of customers: 6,930.	Jamie Carden, P.E., General Manager 423-586-2232
Bon Aqua & Lyles Utility District 7964 Spot Light Road Lyles, TN 37098	4/2013-present	Acoustic leak detection survey; Estimated leakage found: 2,300,000 gallons per month; No. of customers: 3,600.	David Connor, Manager 931-670-3957
Sylvia-TN City-Pond Utility District 102 Pond Circle Road Dickson, TN 37055	1/20/14-1/24/14	Acoustic leak detection survey; Estimated leakage found: 30,000 gallons per month; No. of customers: 1,733.	Billy Joe Roberts, General Manager 615-446-8888
First Utility District of Knox Co. 122 Durwood Road Knoxville, TN 37922	5/15/14-5/16/14	Water plant input meter testing for water loss purposes; 16"-48" sizes; No. of customers: 33,227.	Bruce Giles, General Manager 865-966-9741
Brownsville Utilities P.O. Box 424 Brownsville, TN 38012	12/16/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; No. of customers: 5,302.	Regie Castellaw, General Manager 731-772-8845
City of McEwen 9586 Hwy. 70 East McEwen, TN 37101	10/6/14-10/9/14	Acoustic leak detection survey; No. of customers: 1,120.	Houston Howell, Water Manager 931-582-6211

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of New Johnsonville, TN 323 Long Street, New Johnsonville, TN 37134	11/21/12-present	Water Loss Management Plan (4 yr); Semi-annual acoustic leak detection; Meter testing and calibration; No. of customers: 850.	Lance Loveless, Mayor 931-535-2720
Halls Public Works, TN 208 N. Church Street Halls, TN 38040	12/13/12-present	Acoustic leak detection survey; Master meter testing; Estimated leakage found: 882,000 gallons per month; No. of customers: 2,200.	Alan Cherry, Public Works Director 731-225-9786
Hartsville-Trousdale Wtr & Swr UD P.O. Box 66 Hartsville, TN 37074-0066	8/2013-present	Acoustic leak detection survey; Master meter testing; GPS surveying; Estimated leakage found: 3,200,000 gallons per month; No. of customers: 2,820.	Jerry Helm, Superintendent 615-374-3484
Woodlawn Utility District 2172 Dover Road Woodlawn, TN 37191	8/2013-present	Acoustic leak detection survey; GPS surveying; Estimated leakage found: 8,255,840 gallons per month; No. of customers: 3,150.	Lynn Burkhart, Field Operations Mgr. Ed Sample 931-552-2921
Linden Utilities P.O. Box 46 Linden, TN 37096	2/13/2014-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Emergency leak detection; Estimated leakage found: 1,103,860 gallons per month; No. of customers: 1,200.	Brad Burgess 931-589-2736
City of Tennessee Ridge P.O. Box 207 Tennessee Ridge, TN 37178	6/1/14-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Meter testing; No. of customers: 1,190.	Jerry Bryant, Superintendent 931-721-3385
Clarksville Gas and Water 2215 Madison Street Clarksville, TN 37043	11/8/2014	Emergency leak detection; No. of customers: 60,000.	Chris Lambert, Water/Wastewater Director 931-645-7400
The Trane Company 2701 Wilma Rudolph Blvd. Clarksville, TN 37040	10/5/14; 11/3/14-11/7/14	Emergency leak detection; Acoustic leak detection survey.	Scott Butcher, Facility Manager 931-648-5219
Town of Sardis 34863 Hwy. 104 South Sardis, TN 38371	10/9/14; 10/14/14	Acoustic leak detection survey; No. of customers: 423.	Richard Holland 731-858-2641
County Wide Utility District 70 Cavalier Drive South Alamo, TN 38001	7/2/13; 8/26/14-8/27/14	Acoustic leak detection survey; No. of customers: 3,290.	Michael Johnson, General Manager 731-696-2908

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Adamsville Utilities 231 East Main Street Adamsville, TN 38310	6/9/13-8/18/14	Emergency leak detection; Acoustic leak detection survey; Meter testing; No. of customers: 3,400.	Paul Plunk 731-632-1401
Gainesboro Utility System P.O. Box 594 Gainesboro, TN 38562	3/26/14-3/28/14	Acoustic leak detection survey; No. of customers: 600.	Chester Hamlet 931-268-9315
Oakland Water System P.O. Box 56 Oakland, TN 38060	3/16/2014	Emergency leak detection; No. of customers: 3,880.	Eric Armstrong, Water Plant Superintendent 901-465-8830
Winchester Utilities 219 Second Ave. NW Winchester, TN 37398	2/17/2014	Acoustic leak detection survey; No. of customers: 7,521.	Tim Solomon, Distribution/Collections Supt. 931-967-2238
Gladeville Utility District 3826 Vesta Road Lebanon, TN 37090	2/10/14-2/14/14	Acoustic leak detection survey; No. of customers: 5,650.	Danny Bledsoe, General Manager Danny Lassiter, Assistant Manager 615-449-0301
City of Millington 7930 Nelson Road Millington, TN 38053	1/30/2014	Emergency leak detection.	Jimmy Black, Water & Sewer Superintendent 901-873-5673
Tiptonville Water & Sewer 130 South Court Tiptonville, TN 38079	1/12/14-1/14/14	Emergency leak detection; Flow-based leak detection; No. of customers: 1,039.	Stacey Rivers, Water Plant Superintendent 731-253-8428
Vanleer Water Works 4714 Hwy. 49 West Vanleer, TN 37181	1/10/2014	Emergency leak detection; No. of customers: 978.	Darren Green, Water Superintendent 615-763-2823
Trenton Light & Water P.O. Box 260 Trenton, TN 38382	12/30/2013	Emergency leak detection; No. of customers: 2,070.	Stacy Rice 731-855-1561
West Overton Utility District P.O. Box 278 Rickman, TN 38580	11/18/13- 11/20/13	Acoustic leak detection survey; Estimated leakage found: 345,600 gallons per month; No. of customers: 2,800.	Terry Walker, Manager 931-498-4144

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Mt. Pleasant Water P.O. Box 426 Mt. Pleasant, TN 38474	9/26/2013	Emergency leak detection; Flow-based leak detection; No. of customers: 2,432.	Bobby Nutt, Public Works Director 931-379-7717
Cumberland Heights Utility District 925 Briarwood Road Clarksville, TN 37040	9/5/13-present	Emergency leak detection; Acoustic leak detection survey; No. of customers: 1,224.	Steve Davis, Manager 931-648-2365
Puryear Water System P.O. Box 278 Puryear, TN 38251	8/20/2013	Emergency leak detection; No. of customers: 350.	Rickie Hughes, Water Manager 731-247-5364
Erwin Utilities 244 Love Street Erwin, TN 37650	6/4/13-6/5/13; 7/24/13-7/25/13	Acoustic leak detection survey; No. of customers: 5,204.	Steve Watson 423-743-1820
Newbern Water & Sewer 103 Jefferson Street Newbern, TN 38059	6/14/2013	Acoustic leak detection survey; No. of customers: 3,394.	Casey King, Water Dept. Supervisor 731-627-3221
New Market Utility District 900 W. Hwy. 11 E New Market, TN 37820	4/29/13-5/3/13	Acoustic leak detection survey; No. of customers: 1,625.	Troy Roach, Manager 865-475-2467
Wartrace Waterworks & Sewerage 29 Main Street Wartrace, TN 37183	3/6/13-3/8/13	Acoustic leak detection survey; Estimated leakage found: 4,752,000 gallons per month; Estimated savings per year: \$150,000; No. of customers: 1,057.	Bryan Smith, Manager 931-389-6144
City of Red Boiling Springs, TN 211 Commerce Street, Suite 600 Nashville, TN 37201	7/1/12-8/1/12	Acoustic leak detection survey; Estimated leakage found: 1,345,000 gallons per month; No. of customers: 1,725.	George Garden, P.E., Engineer-BWSC 615-254-1500
City of Cumberland City, TN 121 Main Street Cumberland City, TN 37050	5/1/12-5/3/12	Acoustic leak detection survey; Meter testing; Estimated leakage found: 600,000 gallons per month; No. of customers: 300.	Whitey Vaughn, Mayor 931-827-2000
Lexington Utilities 54 Monroe Avenue Lexington, TN 38351	8/20/2014	Meter testing; One WTP meter; No. of customers: 9,634.	Chuck Rowsey, Assistant General Manager 731-968-5213

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of Grand Junction 150 Tippah Street N Grand Junction, TN 38039	8/19/2014	Meter testing; No. of customers: 462.	David Vinyard, Public Works Manager 731-764-2871
Town of Rossville 360 Morrison Road Rossville, TN 38066	8/19/2014	Meter testing; No. of customers: 328.	Anthony Harbin 901-854-6341
Dyersburg Suburban Consolidated UD 1305 Hwy. 51 Bypass S Dyersburg, TN 38025	7/30/2014	Meter testing; No. of customers: 1,490.	Debbie Perdue, 731-285-1261
Northwest Dyersburg Utility District 9000 Lenox Nauvoo Road Dyersburg, TN 38025	7/29/2014	Meter testing; WTP meters; No. of customers: 1,615.	Tommy Reed 731-285-4114
Consolidated Utility District 860 Commercial Court Murfreesboro, TN 37133	6/23/2014	Meter testing; No. of customers: 48,208.	William Dunnill, General Manager 615-893-7225
North Stewart Utility District 2361 Hwy. 79 Dover, TN 37058	6/19/2014	Meter testing; No. of customers: 1,806.	Christopher Page 931-232-5525
Reelfoot Utility District of Lake Co. 365 Gooch Road Tiptonville, TN 38079	6/5/2014	Meter testing; WTP meters; No. of customers: 263.	William Calhoun, Superintendent 731-253-8490
North UD of Decatur & Benton Co. 6448 Hwy. 641 N Parsons, TN 38363	6/4/2014	Meter testing; WTP meters; No. of customers: 1,325.	Dick Adams, Manager 731-847-3838
Oneida Water & Wastewater Dept. 19922 Alberta Street Oneida, TN 37841	5/19/14-5/20/14	Meter testing; Four WTP meters; No. of customers: 4,312.	Michael Keaton, Water Plant Manager 423-569-6311
South Giles Utility District 8114 Elkton Pike Prospect, TN 38477	4/7/14; 6/30/14	Meter testing; Four zone meters; No. of customers: 1,400.	Cathy Dradt, Office Manager 931-468-2875

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Plateau Utility District P.O. Box 407 Wartburg, TN 37887	3/25/14-3/26/14	Meter testing; 4 WTP meters; No. of customers: 4,320.	Mike Monroe, General Manager 423-346-3101
Trezevant Water & Sewer P.O. Box 100 Trezevant, TN 38258	11/5/2013	Meter testing; WTP meters; No. of customers: 411.	Murray McCaleb 731-669-4831
Atwood Water System P.O. Box 339 Atwood, TN 38220	11/5/2013	Meter testing; WTP meters; No. of customers: 529.	Tim Rogers 731-662-7689
Loon Bay P.O.A. P.O. Box 60 Bumpus Mills, TN 37028	12/5/12 & 12/11/12	Acoustic leak detection survey; Estimated leakage found: 40,000 gallons per month; No. of customers: 60.	Joseph Bertrand, General Manager 931-232-4269
City of Cloverport, KY 212 West Main Street Cloverport, KY 40111	8/8/11-9/6/11	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month.	Cathy McCoy, City Clerk/Treasurer 270-788-6632

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 022

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Rye Engineering PLC

Seth W. Rye

4210 West Main Street

Erin, Tennessee 37061

931-289-2313 fax

srye@ryeengineering.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. **Precedence.** In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. **Indemnification.** Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. **Additions/Modifications.** If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. **Applicable Law; Choice of Forum/Venue.** These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. **Termination.** Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Houston) SS

Affiant, Seth W. Rye, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Rye Engineering PLC
(legal name of entity submitting bid or proposal)

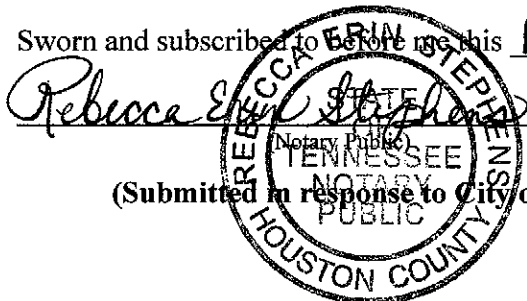
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 18th day of February, 20 15



My Commission Expires: May 22, 2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-022)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Houston) SS

Affiant, Seth W. Rye, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Ryc Engineering PLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

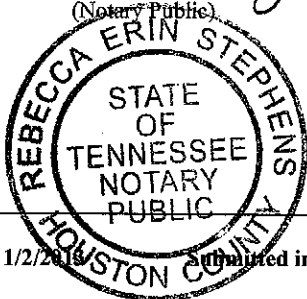
[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 18th day of February, 20 15

Rebecca Erin Stephens
(Notary Public)

My Commission Expires: May 22, 2018



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Houston) SS

Affiant, Seth W. Rye, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Rye Engineering PLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 18th day of February, 2015

Rebecca Stephens
Notary Public
OF
TENNESSEE

My Commission Expires: May 22, 2018


Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Seth W. Rye agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Rye Engineering PLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Owner
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - 022)

Form revised 02/25/2005

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0056)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/10/2015	A.E. Reynolds Insurance Agency, Inc.	not indicated	City of Franklin	Commercial General Liability	12/31/2015
				Automobile Liability	12/31/2015
				Workers Compensation and Employers' Liability	12/31/2015

DATE (MM/DD/YYYY)
03/10/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):

City of Franklin
109 Third Ave South
Franklin, TN 37064

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

- B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in ad-

dition to the limits of insurance shown in the Declarations.

- C. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.